

EXHIBIT B

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File No. 306321

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

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COOK COUNTY, IL
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PAUL R. DULBERG, Individually and)
THE PAUL R. DULBERG REVOCABLE)
TRUST,)

Plaintiffs,)

v.)

No. 22 L 10905

KELLY N. BAUDIN A/K/A BAUDIN &)
BAUDIN, BAUDIN & BAUDIN AN)
ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
WILLIAM RANDAL BAUDIN II A/K/A)
BAUDIN & BAUDIN, BAUDIN & BAUDIN)
AN ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
KELRAN, INC A/K/A THE BAUDIN LAW)
GROUP, Ltd., JOSEPH DAVID OLSEN,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, CRAIG A WILLETTE,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, RAPHAEL E YALDEN II,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, ADR SYSTEMS OF)
AMERICA, LLC., ASSUMED NAME ADR)
COMMERCIAL SERVICES, ALLSTATE)
PROPERTY AND CASUALTY INSURANCE)
COMPANY,)

Calendar "U"

Defendants.)

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY'S
ANSWER AND AFFIRMATIVE AND OTHER DEFENSES
TO PLAINTIFF'S COMPLAINT AT LAW

NOW COMES the Defendant, ALLSTATE PROPERTY AND CASUALTY
INSURANCE COMPANY ("Allstate"), by and through its attorneys, Amundsen Davis, LLC, and
as and for its Answer to the Plaintiff's Complaint at Law, states as follows:

NATURE OF THE CASE

1. This is an action against Defendants KELLY N. BAUDIN A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, WILLIAM RANDAL BAUDIN II A/K/A BAUDIN & BAUDIN, BAUDIN & BAUDIN AN ASSOCIATION OF ATTORNEYS, LAW OFFICES OF BAUDIN & BAUDIN, BAUDIN & BAUDIN LAW OFFICES, KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION)**.

ANSWER: Paragraph 1 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 1 adequately describes the nature of the case against the named parties.

2. This is an action against Defendants JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, for **LEGAL MALPRACTICE PREDICATED ON THE ATTORNEYS' BREACH OF THEIR FIDUCIARY DUTY (FRAUDULENT MISREPRESENTATION)**.

ANSWER: Paragraph 2 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 2 adequately describes the nature of the case against the named parties.

3. This is an action against Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES for **BREACH OF A WRITTEN CONTRACT**.

ANSWER: Paragraph 3 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 3 adequately describes the nature of the case against the named parties.

4. This is an action against Defendant ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY for **BREACH OF A WRITTEN CONTRACT**.

ANSWER: Paragraph 4 contains no factual allegations to which a response is required. To the extent a response is necessary, Allstate admits that paragraph 4 adequately describes the nature of the case against Allstate.

PARTIES

5. Plaintiffs are PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST. Paul R. Dulberg is an Illinois resident whose address is 4606 Hayden Court, McHenry Illinois 60051. The Paul R. Revocable Trust of which Paul R. Dulberg and

Thomas W. Kost are Co-Trustees is an Illinois Revocable Thrust whose address is 4606 Hayden Court, McHenry Illinois 60051.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 and, therefore, denies the same.

6. Defendants are:

A) KELLY N. BAUDIN is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. She is also the President and Agent for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

B) WILLIAM RANDAL BAUDIN II is an Illinois resident and Attorney with a registered address of 304 S. McHenry Avenue, Crystal Lake, Illinois 60014. He is also the Secretary for Co-Defendant KELRAN, INC. an Illinois Domestic Corporation whose address is 304 S. McHenry Avenue, Crystal lake, Illinois 60014 and does business under the Assumed Name of THE BAUDIN LAW GROUP, LTD.

C) KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., is an Illinois Domestic Company with an assumed name of THE BAUDIN LAW GROUP, LTD. With an address of 304 South McHenry Avenue, Crystal Lake, Illinois 60014, and Registered Agent Kelly N. Baudin 304 South McHenry Avenue, Crystal Lake, Illinois 60014.

D) JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident and Attorney with a registered address of 5702 Elaine Drive Suite 104, Rockford, Illinois 61108.

E) CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2021 with a registered address of 1837 National Avenue, Rockford, Illinois 61103.

F) RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, is an Illinois resident who is no longer authorized to practice law in the State of Illinois as of 2013 with a registered address of 1505 National Avenue, Rockford, Illinois 61103.

G) ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES, is an Illinois Domestic LLC with a principal office address of 20 North Clark Street 29th Floor, Chicago, Illinois 60602. The registered agent is Marc J. Becker 20 North Clark Street, Suite 2900, Chicago, Illinois 60602.

H) ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY is an Illinois Domestic Dividing Stock Insurance Company pursuant to the Illinois Insurance Code 215 ILCS 5/35B-20 Type P&C Domestic Stock. Its address is 3100 Sanders Road, Suite 2100, Northbrook, Illinois 60062. Its Parent Company is THE ALLSTATE CORPORATION. Its registered agent is CT

CORPORATION SYSTEM, 208 SOUTH LASALLE STREET SUITE 814, CHICAGO, ILLINOIS 60604.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6, paragraphs A) through F) and, therefore, denies the same. Upon information and belief, Allstate admits paragraph 6 G). Allstate denies the allegations in paragraph 6 H) referencing Illinois Insurance Code 215 ILCS 5/35B-20, the requirements of a plan of division of a domestic stock company, but otherwise admits the allegations in paragraph 6 H).

JURISDICTION AND VENUE

7. This Court has personal jurisdiction for each Defendant as follows:

7a. KELLY N. BAUDIN pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7b. WILLIAM RANDAL BAUDIN II pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(12), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7c. KELRAN INC. A/K/A THE BAUDIN LAW GROUP, LTD., pursuant to 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7d. JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7e. CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7f. RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES pursuant to 735 ILCS 5/2-209(a)(2), 735 ILCS 5/2-209(a)(11), 735 ILCS 5/2-209(a)(14), 735 ILCS 5/2-209(b)(2);

7g. ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2 209(a)(7), 735 ILCS 5/2-209(b)(3);

7h. ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY pursuant to 735 ILCS 5/2-209(a)(1), 735 ILCS 5/2-209(b)(4).

ANSWER: Paragraph 7, including 7a. through 7h. contains legal conclusions to which no response is required. To the extent a response is required, Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs

7a. through 7g. and, therefore, denies the same. To the extent a response is required, Allstate admits the allegations in paragraph 7h.

8. This Court has subject matter jurisdiction pursuant to The Constitution of the State of Illinois, Article VI The Judiciary, Section 9. Circuit Courts-Jurisdiction because legal malpractice, fraud and breach of contract matters committed within the State of Illinois.

ANSWER: Paragraph 8 contains legal conclusions to which no response is required. To the extent a response is required, Allstate admits the allegations in paragraph 8.

9. Venue is proper pursuant to 735 ILCS 5/2-101(1) because Defendant ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES is a “resident “ of Cook County, Illinois and 735 ILCS 5/2-101(2) because the fraudulent Binding Mediation Agreement was created and the Binding Mediation Hearing was conducted in Cook County, Illinois.

ANSWER: Paragraph 9 contains legal conclusions to which no response is required. To the extent a response is required, Allstate admits that ADR Systems of America, LLC resides in Cook County, Illinois and admits that the Binding Mediation Hearing was conducted in Cook County, Illinois. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 9 and, therefore, denies the same.

STATEMENT OF FACTS

10. On or about October 2, 2014 PLAINTIFF Paul R Dulberg began calling the office of Randy Baudin Sr. multiple times, but nobody called back until December of 2014.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 and, therefore, denies the same.

11. On or about September 22, 2015 Plaintiff Paul R Dulberg along with his mother Barbara Dulberg and brother Tom Kost went to meet with Randy Baudin Sr., and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at the office of Randal Baudin Sr. to discuss possible representation.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 and, therefore, denies the same.

12. Upon entering the office of Randy Baudin Sr. Dulberg on September 22, 2015 Plaintiff met with a receptionist who called herself Myrna and she introduced Dulberg to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin, attorneys of the firm.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 and, therefore, denies the same.

13. When Barbara Dulberg inquired about Randy Baudin Sr, she was told that he was not available, not real active these days but doing okay.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 and, therefore, denies the same.

14. A meeting took place on September 22, 2015 between Plaintiff Dulberg, Barbara Dulberg, Tom Kost and Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 and, therefore, denies the same.

15. On September 22, 2015 Plaintiff Dulberg entered into a fee agreement with Baudin & Baudin, an association of attorneys which at the time was located at 2100 Huntington Dr., Suite C Algonquin IL. 60102 (Please see Plaintiffs' exhibit 1 attached).

ANSWER: Allstate admits that a document titled "Fee Agreement" that purports to be an agreement between Plaintiff Dulberg and Baudin & Baudin is attached to the Complaint as Exhibit 1, which is a written document that speaks for itself. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 15 and, therefore, denies the same.

16. At the time Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin belonged to Defendant KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd., located at 304 McHenry Ave., Crystal Lake, Illinois 60014.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16 and, therefore, denies the same.

17. Plaintiff Dulberg informed Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin at their opening meeting that he intended/required that they were willing to take the case to trial.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 and, therefore, denies the same.

18. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin agreed to take the case to trial if necessary.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 and, therefore, denies the same.

19. Plaintiff Dulberg hired Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin to represent him in prosecuting his claims in the pending case designated as 12 LA 178 and that the case was an asset of the Bankruptcy Estate Bk No.: 14-83578.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 and, therefore, denies the same.

20. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) cross-claim that would have determined liability for the remaining defendant.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 and, therefore, denies the same.

21. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not review or did not use the relevant fact that within 12 LA 178 there was an unanswered (and never answered) Interrogatories that may have determined liability for the remaining defendant.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 and, therefore, denies the same.

22. Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin did not inform Circuit Court Judge handling 12 LA 178 that Plaintiff Paul Dulberg had filed for bankruptcy protection in Bk No.: 14-83578.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22 and, therefore, denies the same.

23. On July 15, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin invited Dulberg and his mother, Barbara Dulberg, to meet at Jamison Charhouse.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23 and, therefore, denies the same.

24. On July 15, 2016 at 2:22 PM from (815) 814-2193 Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Kelly and I would like speak with you and your mom Monday night at 630"(sic)

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24 and, therefore, denies the same.

25. On July 15, 2016 at 2:27 PM Plaintiff Dulberg sent a text message to Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin stating "Okay, Monday the 18th at 6:30 pm. Do we need to bring anything?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25 and, therefore, denies the same.

26. On July 15, 2016 at 2:29 PM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Maybe the social security report if you have it? We will Jameson's Charhouse crystal lake at 630 in meeting room there."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26 and, therefore, denies the same.

27. On July 18, 2016 at 4:26 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Still on for tonight?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27 and, therefore, denies the same.

28. On July 18, 2016 at 4:26 PM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Yes sir."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 28 and, therefore, denies the same.

29. On July 18, 2016 Defendants WILLIAM RANDAL BAUDIN II and Kelly N. Baudin met with Dulberg and his mother, Barbara Dulberg, at the Jamison Charhouse. During this meeting, Randal and Kelly Baudin informed Dulberg about ADR and tried to convince Dulberg to say Yes to the ADR. Dulberg did not agree with the ADR. Randy asked Dulberg to think it over and Dulberg agreed to think it over and get back to him.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29 and, therefore, denies the same.

30. On July 18, 2016 at 8:54 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Would we be in a better position if the SSDI decision was already in and would that make a difference in the amount the arbitration judge would award?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 30 and, therefore, denies the same.

31. On July 18, 2016 at 10:12 PM Defendants WILLIAM RANDAL BAUDIN II and sent a text message to Plaintiff Dulberg stating "So sorry came in garbled. Are you taking our recommendation as to the binding mediation?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 31 and, therefore, denies the same.

32. On July 18, 2016 10:13 PM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II "You will have an answer tomorrow" (*sic*)

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 32 and, therefore, denies the same.

33. On July 19, 2016 at 12:23 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN III stating "Sorry but I want to get this to you while its fresh Please answer this in the morning How are costs and attorney fees handled in binding arbitration? Do they come out of the award or are they in addition to the award like a trial?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 33 and, therefore, denies the same.

34. On July 19, 2016 at 3:57 AM Defendants WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating "Both Handled the same as trail."(*sic*)

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 34 and, therefore, denies the same.

35. On July 19, 2016 at 7:02 AM Plaintiff Dulberg sent a text message to Defendant WILLIAM RANDAL BAUDIN II stating "Does that mean your fees and costs are awarded separate from the award or do they still come out of the 300k cap?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 35 and, therefore, denies the same.

36. On July 19, 2016 at 7:06 AM Defendant WILLIAM RANDAL BAUDIN II sent a text message to Plaintiff Dulberg stating If (*sic*) at trial and win 300 max Costs not above that. Same as mediation. We can ask for judge to award costs in both. Up to judge to award. Also costs mean filing fee service fee. Not the costs like experts bills.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 36 and, therefore, denies the same.

37. On July 19, 2016 at 7:54 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "We are thinking that if we can get Allstate to agree in advance and in writing to cover your % (fee) and all the costs including deposition fees, expert witness fees and medical above and beyond any award the arbiter sees fit then we would be willing to go forward. Let's just see if they are open to it"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 and, therefore, denies the same.

38. On July 19, 2016 at 7:56 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "They won't. The judge will decide what the award is and that is the award. We again urge you to do the binding mediation."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 38 and, therefore, denies the same.

39. On July 19, 2016 at 8:40 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "They are the ones pushing for arbitration correct? Why?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 and, therefore, denies the same.

40. On July 19, 2016 at 8:47 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "I have to run to the dr's appointment. I'd tell Kelly to ask that Allstate wait till possibly Thursday for their answer. It's not like it cost them anything"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 40 and, therefore, denies the same.

41. On July 19, 2016 at 10:07 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "I told you they don't care if we arbitrate. We as your lawyers say that it is the best that you do the binding mediation. We are deciding this based on facts and odds as to give you the best outcome. It appears to me that you are still looking for some justification or rationalization to carry on as if it will make it better. It won't. This will give you the best possible outcome."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 41 and, therefore, denies the same.

42. On July 19, 2016 at 1:46 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, Yes arbitration is appealing because it saves a few thousand dollars and maybe a few years but I don't like the idea of being blindly boxed in on their terms alone without any assurances as to your fees, medical expenses or even what we spent out of pocket in costs to get here. I want some assurances/concessions on their part prior to walking in or it's no deal. Going in blind with no assurances, I can't help but to feel like a cow being herded thinking its dinner time but it's really slaughter time. They need to give somewhere prior to arbitration or it's a good indication as to how they will negotiate once we start. In other wards(*sic*), if they won't concede anything prior to arbitration then they won't negotiate or concede anything once the arbitration starts and if that's the case, what's the point. We need something to show they are sincere in trying to resolve this. Up the lower limits from 50k to 150k, concede on the medical portion, out of pocket expenses, attorneys fees or how about just resolving their portion and leave their chainsaw wielding idiot open to defend himself in this lawsuit. Perhaps they can give on something I haven't thought of yet, Anything will do but giving on nothing prior to walking in there spells out what I'm going to get and if that's the case then I'll spend money and roll the dice. Convince me I'm not going being lead to slaughter and I'll agree To do it"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42 and, therefore, denies the same.

43. On July 19, 2016 at 4:28 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "So sorry your texts come in out of order. Binding mediation or no."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43 and, therefore, denies the same.

44. On July 20, 2016 at 11:44 AM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "All right, Kelly called and we have Cole show Sean in the next hour or so. Kelly had promised her we were calling yesterday, they have to know what's going on and make arrangements regarding additional counsel. Again, as your attorneys we are strongly urging you to participate in the binding mediation. It is your best opportunity for the greatest possible recovery and the guarantee that you would at least walk away with something if you got 0. Again, this gives us the most control of the situation."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 44 and, therefore, denies the same.

45. On July 20, 2016 at 1:04 PM Defendant W. Randall Baudin II sent a text message to Plaintiff Dulberg stating "Yes binding mediation?"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45 and, therefore, denies the same.

46. On July 20, 2016 at 1:24 PM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, I truly appreciate yours and Kelly's honest advice and I hope I continue to receive it in the future. Please don't take this personal because it's not. I value everything you have to offer more than you know. I will be moving forward with litigation at this time. However, should Allstate consider a full settlement with no strings attached in the future so they can save the cost of litigation or a humiliating defeat I'm not opposed to entertaining it and most likely will accept it. This is too important to me and my family. I just cannot give up the protections of a public trial with the possibility of review should something be handled wrongly in the hopes of saving a few thousand dollars and time. Thank you both for your honest advice now let's move forward together and enjoy winning this case together."

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 46 and, therefore, denies the same.

47. On August 16, 2016 at 7:42 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Randy, I have to ask again, why is it wise to agree to mediate before permanent disability is determined by social security since the permanent disability rating would be a large factor in determining what the insurance adjuster is willing to give? Both mom and myself need a real answer to this question"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 47 and, therefore, denies the same.

48. On September 27, 2016, W. Randall Baudin II signed an affidavit "AFFIDAVIT OF W. RANDALL BAUDIN, II PURSUANT TO RULES 2014(a), 2016(b) and 5002 TO EMPLOYEE BAUDIN LAW GROUP, LTD. AS SPECIAL COUNSEL FOR THE TRUSTEE".

Section 1 states:

"I am a member of the law firm of Boudin Law Group, Ltd. located at 304 South McHenry Avenue, Crystal Lake, IL 60014 and in that capacity I have personal knowledge of, and authority to speak on behalf of the firm of Baudin Law Group, Ltd. with respect to the matters set forth herein. This Affidavit is offered in support of the Application of the Trustee for Authorization to Employ Baudin Law Group, Ltd. as special counsel for the Trustee. The matters set forth herein are true and correct to the best of my knowledge, information and belief.

Section 5 of the affidavit states:

"To the best of my knowledge, information and belief, Baudin Law Group, Ltd. does not hold or represent a party that holds an interest adverse to the Trustee nor does it have any connection with the Debtor's creditors, or any party in interest or their respective attorneys and accountants with respect to the matters for which Baudin Law Group, Ltd. is to be employed, is disinterested as that term is used in 11 U.S.C. § 101(14) and has no connections with the United States Trustee or any person employed in the Trustee's office, except that said firm has represented the Debtor's pre-petition with respect to the subject personal injury claim."

Section 6, part A states:

"My firm and I are obligated to keep the Trustee fully informed as to all aspects of this matter, as the Bankruptcy estate is my client until such time as the claim in question is abandoned by the Trustee, as shown by a written notice of such abandonment."

Section 6, part D states:

"No settlements may be entered into or become binding without the approval of the Bankruptcy Court and the Trustee, after notice to the Trustee, creditors and parties of interest."

Section 6, part E states:

"All issues as to attorneys fees, Debtor's exemptions, the distribution of any recovery between the Debtor and the Trustee or creditors, or any other issue which may come to be in dispute between the Debtor and the Trustee or creditors are subject to the jurisdiction of the Bankruptcy Court. Neither I nor any other attorney or associate of the Firm will undertake to advise or represent the Debtor as to any such matters or issues. Instead, the Firm will undertake to obtain the best possible result on the claim and will leave to others any advice or representation as to such issues."

Section 6, part F states:

"The Firm is not authorized to grant any "physician's lien" upon, offer to protect payment of any claim for medical or other services out of, or otherwise pledge or encumber in any way any part of any recovery without separate Order of this Court, which may or may not be granted."

(Please see Exhibit 2 and exhibit 3 attached).

ANSWER: Allstate admits that documents titled "Affidavit Of W. Randall Baudin, II Pursuant To Rules 2014(a), 2016(b) and 5002 To Employ Baudin Law Group, Ltd. As Special

Counsel For The Trustee” and signed by W. Randall Baudin II are attached to the Complaint as Exhibits 2 and 3 and admits that the exhibits contain the language recited in paragraph 48. Allstate further states that the exhibits are written documents that speak for themselves. Allstate denies any allegation in paragraph 48 that is inconsistent with the referenced documents.

49. On October 4, 2016 bankruptcy trustee Olsen filed 2 motions with the bankruptcy court. (Please see Exhibit 4 and 5 attached)

ANSWER: Allstate admits that documents titled “Motion for Authority to Enter into a ‘Binding Mediation Agreement’” and “Motion to Employ Special Counsel” are attached to Plaintiff’s Complaint as Exhibits 4 and 5, respectively, which are written documents that speaks for themselves. Allstate denies any allegations in paragraph 49 that are inconsistent with the referenced documents.

50. On or about October 9, 2016 Plaintiff Paul R. Dulberg received a phone call from W. Randal Baudin II informing Dulberg that the binding mediation process will take place even though Dulberg does not approve of the process and refused to sign the arbitration agreement. W. Randal Baudin II informed Dulberg that the bankruptcy trustee and judge had the authority to order the process into a binding mediation agreement without Dulberg's consent.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 50 and, therefore, denies the same.

51. On October 18, 2016 at 10:50 AM Plaintiff Dulberg sent a text message to Defendant W. Randall Baudin II stating "Hi Randy, since we haven't received the IME report in 10 days as the Dr stated we would, I'd like to move back the date of the mediation thingy I'm being forced into so we have more than only a few weeks to deal with whatever the report may show. At least 2-3 months should do it considering the defense has already had the treating Dr's reports and depositions for months and years already. Let me know"

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 51 and, therefore, denies the same.

52. On October 31, 2016 Trustee Olsen appeared before the Honorable Thomas M. Lynch in the Northern District of Illinois, Western Division, US Bankruptcy Court and the following occurred:

MR. OLSEN: Good morning, Your Honor. Joseph Olsen, trustee. This comes before the Court on two motions. One is to authorize the engagement of special counsel to pursue a personal injury litigation, I think it's in Lake County, involving a chainsaw accident of some sort. And then, presumably, if the Court grants that, the second one is to authorize the estate to enter into -- I'm not sure what you call it, but binding mediation. But there's a floor of \$50,000, and there's a ceiling of \$300,000

And I guess I've talked with his attorney. He seems very enthusiastic about it. There may be some issues about the debtor being a good witness or not, I guess. It had to do with a neighbor who asked him to help him out with a chainsaw, and then I guess the neighbor kind of cut off his arm, or almost cut off his arm right after that. There's some bitterness involved, understandably, I guess.

But I don't do personal injury work at all, so I'm not sure how that all flows through to a jury, but he didn't seem to want to go through a jury process. He liked this process, so... THE COURT: Very well. Mr. Olsen, first of all, with regard to the application to employ the Baudin law firm, it certainly appears to be in order and supported by affidavit. Their proposed fees are more consistent with at least what generally is the market than some of the fees you and I have seen in some other matters. One question for you: Have you seen the actual engagement agreement?

MR. OLSEN: I thought it was attached to my motion.

THE COURT: Okay.

MR. OLSEN: If it's not, it should have been. It's kind of an interesting -- actually, this is kind of a unique one. The debtor actually paid them money in advance, and then he's going to get a credit if they actually win, which I guess enures (*sic*), now, to my benefit, but t that's okay. And there's a proviso for one-third, except if we go to trial, then it's 40 percent. So these are getting more creative by the PI bar as we plod along here, I guess, but...

THE COURT: It's a bar that's generally pretty creative. And my apologies. I saw the affidavit, but you did have the agreement attached, and one was in front of the other. And the agreement is just as you describe it. It appears to be reasonable, and so I'll approve the application. Tell me about this binding mediation. It's almost an oxymoron, isn't it?

MR. OLSEN: Well, I guess the mediators don't know there's a floor and a ceiling. I'm not sure where that comes from, but that's -- yeah. And whatever number they come back at is the number we're able to settle at, except if it's a not guilty or a zero recovery, we get 50,000, but to come back at 3 million, we're capped at 300,000.

THE COURT: Interesting.

MR. OLSEN: A copy of the mediation agreement should also be attached to that motion.

THE COURT: And I do see that. That appears to be in order. It's one of those you wish them luck

MR. OLSEN: I don't want to micromanage his case.

THE COURT: But that, too, sounds reasonable. There's been no objection?

MR. OLSEN: Correct.

THE COURT: Very well. I will approve -- authorize, if you will, for you to enter into the binding mediation agreement, see where it takes you.

MR. OLSEN: Thanks, Your Honor."

(Please see Group Exhibit 6A and B attached)

ANSWER: Allstate admits that Exhibit 6A to the Complaint are portions of a transcript of an October 31, 2016 court hearing before the United States Bankruptcy Court for the Northern District of Illinois, Western Division in Case No. 14 B 83578. Allstate also admits that Exhibit 6B purports to be an ADR Binding Mediation Agreement for a claim by Plaintiff Dulberg against David Gagnon. The referenced exhibits are written documents that speak for themselves. Allstate denies any allegations in paragraph 52 that are inconsistent with the referenced documents.

53. On October 31, 2016 both orders were issued by bankruptcy judge. (Please see Exhibit 7 and Exhibit 8 attached)

ANSWER: Allstate admits that Exhibits 7 and 8 to the Complaint purport to be copies of Orders entered by the United States Bankruptcy Court for the Northern District of Illinois, Western Division in Case No. 14 B 83578 on October 31, 2016, which are written documents that speak for themselves. Allstate denies any allegations in paragraph 53 that are inconsistent with the referenced documents.

54. On October 31, 2016 at 10:41AM trustee Olsen sent an email to Randall Baudin II stating: "Randy- The Court authorized your appointment this morning, as well as entry into that "Binding Mediation Agreement"; Do you want the debtor to /s/ the form, or me as trustee? Let me know, thanks." (Please see Exhibit 9 p2 attached)

ANSWER: Allstate admits that Exhibit 9 to the Complaint contains an October 31, 2016 email from Olsen to Randall Baudin II, which is a written document that speaks for itself. Allstate denies any allegations in paragraph 54 that are inconsistent with the referenced document.

55. On October 31, 2016 at 10:50AM Randall Baudin II sent an email to Trustee Olsen stating: "You can good ahead sign it." (Please see Exhibit 9 P3 attached)

ANSWER: Allstate admits that Exhibit 9 to the Complaint contains an October 31, 2016 email from Randall Baudin II to Olsen, which is a written document that speaks for itself. Allstate denies any allegations in paragraph 55 that are inconsistent with the referenced document.

56. On or about November 15, 2016 W. Randal Baudin II told Dulberg that even though he does not want the binding mediation to take place, he should attend the hearing anyway because the judge will look down on a person that doesn't attend as if they are uninterested in their own case.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 56 and, therefore, denies the same.

57. On December 8, 2016, Dulberg attended the binding mediation with his mother, Barbara Dulberg, even though he did not agree to the process, did not want it to happen, and refused to sign any agreement or consent to the process.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 57 and, therefore, denies the same.

58. Dulberg believed at the time that the bankruptcy judge was the person who ordered the case into binding mediation at the request of the Trustee and Dulberg believed the bankruptcy judge had the legal authority to make that decision without anyone else's consent. Dulberg believed this because W. Randall Baudin II told him it was true.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 58 and, therefore, denies the same.

59. Towards the end of the Binding Mediation, the Mediator was informing Dulberg that he was finding in Dulberg's favor but wasn't going to make the award so high that a neighborhood war would break out and Dulberg would have to wait to find out the award amount.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 59 and, therefore, denies the same.

60. At that point some yelling started outside the room, to Dulberg and Barbara Dulberg it sounded like Kelly Baudin and Shoshan Reddington, Esq. (Allstate Defense Attorney).

ANSWER: Allstate denies that Allstate Defense Attorney Shoshan Reddington, Esq. was involved in any yelling. Allstate lacks knowledge or information sufficient to form a belief as to the remaining truth of the allegations in paragraph 60 and, therefore, denies the same.

61. Dulberg continued to talk with the Mediator and W. Randall Baudin II quickly excused himself to deal with the yelling.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 61 and, therefore, denies the same.

62. Upon return, W. Randall Baudin II told Barbara Dulberg that Shoshan was angry because she was informed they had a deal with prior counsel and the case would be settled for \$50,000.

ANSWER: Allstate denies that Allstate Defense Attorney Shoshan Reddington, Esq. was angry or under a belief that there was a deal with prior counsel that the case would be settled

for \$50,000. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 62 and, therefore, denies the same.

63. When W. Randall Baudin II sat down, Dulberg moved Dr. Bobby L. Lanford's report in front of W. Randall Baudin II and pointed to the statement "... the McGuires – were also somewhat responsible ...".

Dulberg asked, Is that true?

W. Randall Baudin II looked and replied, That's what it says

Dulberg replied, Mast ***** lied.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 63 and, therefore, denies the same.

64. On December 12, 2016 The ADR Mediator The Honorable James P. Etchingham, (Ret) issued a Binding Mediation Gross Award of \$660,000.00. (Please see Exhibit 10 attached)

ANSWER: Allstate admits that Exhibit 10 to the Complaint purports to be a Binding Mediation Award from the December 6, 2016 mediation, which is a written document that speaks for itself. Allstate denies any allegations in paragraph 64 that are inconsistent with that document.

65. On December 12, 2016 W. Randall Baudin II called Dulberg to inform Dulberg of the award.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 65 and, therefore, denies the same.

66. W. Randall Baudin II spoke of the \$561,000 net award informing Dulberg that both he and Kelly thought they did good and unfortunately the cap of \$300,000 was in place but we think we did good.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 66 and, therefore, denies the same.

67. Dulberg replied, Yeah you two did good, real good and I thank both of you sincerely. I just can't help it, what I see here is a gift of \$261,000 given to those responsible for my injuries.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 67 and, therefore, denies the same.

68. Dulberg was informed that the trustee would receive the \$300,000 award, but the money would not be issued unless Dulberg signed a document, which Dulberg signed in order to have the money issued to the bankruptcy trustee to pay his creditors.

ANSWER: Allstate admits that Dulberg signed a Release Of All Claims pursuant to which Allstate issued payment to his Estate in the amount of \$300,000. Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 68 and, therefore, denies the same.

COUNT 1

LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.,

As the allegations in Count 1 are not directed to Allstate, Allstate makes no response thereto.

COUNT 2

LEGAL MALPRACTICE-FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS KELLY N. BAUDIN, WILLIAM RANDAL BAUDIN II AND KELRAN, INC A/K/A THE BAUDIN LAW GROUP, Ltd.

As the allegations in Count 2 are not directed to Allstate, Allstate makes no response thereto.

COUNT 3

LEGAL MALPRACTICE-AIDING AND ABETTING A FRAUD AGAINST DEFENDANTS JOSEPH DAVID OLSEN, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, CRAIG A WILLETTE, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES, RAPHAEL E YALDEN II, A/K/A YALDEN, OLSEN & WILLETTE LAW OFFICES

As the allegations in Count 3 are not directed to Allstate, Allstate makes no response thereto.

COUNT 4

BREACH OF CONTRACT AGAINST DEFENDANT ADR SYSTEMS OF AMERICA, LLC., ASSUMED NAME ADR COMMERCIAL SERVICES

As the allegations in Count 4 are not directed to Allstate, Allstate makes no response thereto.

COUNT 5

BREACH OF CONTRACT AGAINST DEFENDANT ALLSTATE PROPERTY AND CASULTY INSURANCE COMPANY

101. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 97, inclusive, of this Complaint, as if fully restated herein.

ANSWER: In response to paragraph 101, Allstate adopts and incorporates as if fully set forth here, its answers and responses to paragraphs 1 through 97 of the Complaint. To the extent Plaintiff meant to repeat and reallege the allegations in paragraphs 1 through 100,

Allstate adopts and incorporates as if fully set forth here, its answers and responses to paragraphs 1 through 100 of the Complaint.

102. There was a valid and enforceable contract between Plaintiff Paul R. Dulberg and DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY dated December 8, 2016. (Please see Exhibit 11 attached)

ANSWER: Allstate admits that Exhibit 11 to the Complaint purports to be a signed Binding Mediation Agreement. Allstate states that Exhibit 11 is a written document that speaks for itself and Allstate denies any allegations in paragraph 102 that are inconsistent with the written document.

103. There existed an unsigned/undated draft of this agreement presented to Plaintiff's Bankruptcy Judge on October 31, 2016 by Defendant Joseph David Olsen. (Please see Group Exhibit 6B attached)

ANSWER: Allstate admits that attached to the Complaint as Group Exhibit 6B is an unsigned/undated copy of the Binding Mediation Agreement. Allstate states that Exhibit 6B is a written document that speaks for itself and Allstate denies any allegations in paragraph 103 that are inconsistent with the written document. Answering further, Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 103 and, therefore, denies the same.

104. Major terms within the two agreements were changed including but not limited to:

- a. Notifications under the title on page one;
- b. Language under Parties B;
- c. page 4 F1.b. regarding who is liable to Plaintiff;
- d. page 5 V.A.1. ADR Systems Fee Schedule;
- e. page 5 V ADR Systems Fee Schedule boxed information;
- f. page 6 section v number 5.

ANSWER: Allstate admits that Exhibit 6B and Exhibit 11 of the Complaint contain some differing language. Answering further, Allstate lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 104 and, therefore, denies the same.

94(*sic*). The specified language of Paragraph III. B. Amendments to the Agreement were not followed.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 94(*sic*) and, therefore, denies the same.

105. Plaintiff did all that was required of him under the terms of the contract.

ANSWER: Allstate lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 105 and, therefore, denies the same.

106. Defendant breached the contract by not following the terms regarding amending the contract.

ANSWER: Denied.

107. Plaintiff suffered pecuniary injury in an amount in excess of \$261,000.00 because the contract under the changed terms should not be allowed to regulate the procedure.

ANSWER: Denied.

AFFIRMATIVE AND OTHER DEFENSES

NOW COMES the Defendant, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY (“Allstate”), by and through its attorneys, Amundsen Davis, LLC, and as and for its Affirmative and Other Defenses to the Plaintiff’s Complaint at Law, states as follows:

FIRST AFFIRMATIVE AND OTHER DEFENSE

1. Following the December 8, 2015 Binding Mediation, Plaintiff Dulberg executed a Release Of All Claims that fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

2. The Release Of All Claims specifically provides that it shall apply to all unknown and unanticipated injuries and damages resulting from the June 28, 2011 accident.

2. Pursuant to the Release Of All Claims, Allstate paid Plaintiff Dulberg’s Estate \$300,000, the maximum award provided for in the Binding Mediation Agreement, Exhibits 6B and 11 of the Complaint.

3. The release bars the claims in Count 5 against Allstate.

WHEREFORE, Allstate prays for judgment in its favor and against Plaintiff.

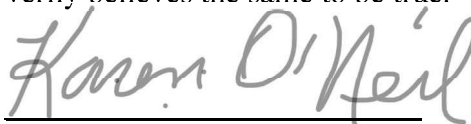
Amundsen Davis, LLC

By: s/ Christine V. Anto
One of the Attorneys for Defendant

Christine V. Anto
Amundsen Davis, LLC (#42907)
150 N. Michigan Avenue, Suite 3300
Chicago, Illinois 60601
(312) 894-3200
canto@amundsendavislaw.com

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

A handwritten signature in cursive script that reads "Karen O'Neil". The signature is written in a dark ink and is positioned above a horizontal line.

Karen O'Neil, Allstate Insurance

EXHIBIT C

FILED
3/22/2023 4:09 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010905
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21980930

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, INDIVIDUALLY AND)
THE PAUL R. DULBERG REVOCABLE)
TRUST)

Plaintiffs,)

vs.)

KELLY N. BAUDIN A/K/A BAUDIN &)
BAUDIN, BAUDIN & BAUDIN AN)
ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
WILLIAM RANDAL BAUDIN II A/K/ A)
BAUDIN & BAUDIN, BAUDIN & BAUDIN)
AN ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
KELRAN, INC A/K/A THE BAUDIN LAW)
GROUP, Ltd., JOSEPH DAVID OLSEN,)
A/KJA YALDEN, OLSEN & WILLETTE)
LAW OFFICES, CRAIG A WILLETTE,)
A/KIA YALDEN, OLSEN & WILLETTE)
LAW OFFICES, RAPHAEL E YALDEN II,)
A/KJA YALDEN, OLSEN & WILLETTE)
LAW OFFICES, ADR SYSTEMS OF)
AMERICA, LLC., ASSUMED NAME ADR)
COMMERCIAL SERVICES, ALLSTATE)
PROPERTY AND CASULTY INSURANCE)
COMPANY)

Defendants.

CASE NO. 2022L010905

**PLAINTIFF'S REPLY TO DEFENDANT ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY'S AFFIRMATIVE DEFENSES**

Now Comes Plaintiff Paul Dulberg, by and through his attorney Alphonse A. Talarico, and for his Reply states as follows:

1. Following the December 8, 2015 Binding Mediation, Plaintiff Dulberg executed a Release Of All Claims that fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

1. Plaintiff admits that he executed a document that purports to be a "Release of All Claims" but denies that said document fully released and forever discharged Allstate, among other parties, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising as a consequence of the accident that occurred on or about June 28, 2011 that was subject of the Binding Mediation.

2. The Release Of All Claims specifically provides that it shall apply to all unknown and unanticipated injuries and damages resulting from the June 28, 2011 accident.

2. Plaintiff replies that the document speaks for itself and additionally denies any and all implications within Defendant Allstate's Affirmative Defense 2.

2. Pursuant to the Release Of All Claims, Allstate paid Plaintiff Dulberg's Estate \$300,000, the maximum award provided for in the Binding Mediation Agreement, Exhibits 6B and 11 of the Complaint.

2.[sic] Plaintiff replies that the document speaks for itself, Plaintiff objects to Affirmative Defense 2.[sic] as it requests a legal conclusion and additionally denies any and all implications within Defendant Allstate's Affirmative Defense 2.

3. The release bars the claims in Count 5 against Allstate.

3. Denied.

WHEREFORE, Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST pray that this Court enter judgment on Count 5 of the Complaint in their favor and against DEFENDANT ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY in the amount in excess of \$261,000.00, plus interest, award Plaintiffs' their costs and reasonable attorneys' fees, and grant such other relief as this Court deems just and proper.

Respectfully submitted,

By: /s/ Alphonse A. Talarico

ARDC 6184530

CC 53293

707 Skokie Boulevard suite 600

Northbrook, Illinois 60062

(312) 808-1410

contact@lawofficeofalphonsetalarico.com

alphonsetalarico@gmail.com

Attorney for Plaintiffs: Plaintiffs PAUL R. DULBERG, INDIVIDUALLY AND THE PAUL R. DULBERG REVOCABLE TRUST

EXHIBIT D

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PAUL R. DULBERG, Individually, and)
THE PAUL R. DULBERG REVOCABLE)
TRUST,)

Plaintiffs,)

v.)

No. 2022 L 10905

KELLY N. BAUDIN A/K/A BAUDIN &)
BAUDIN, BAUDIN & BAUDIN AN)
ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
WILLIAM RANDAL BAUDIN II A/K/A)
BAUDIN & BAUDIN, BAUDIN & BAUDIN)
AN ASSOCIATION OF ATTORNEYS, LAW)
OFFICES OF BAUDIN & BAUDIN,)
BAUDIN & BAUDIN LAW OFFICES,)
KELRAN, INC A/K/A THE BAUDIN LAW)
GROUP, Ltd., JOSEPH DAVID OLSEN,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, CRAIG A WILLETTE,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, RAPHAEL E YALDEN II,)
A/K/A YALDEN, OLSEN & WILLETTE)
LAW OFFICES, ADR SYSTEMS OF)
AMERICA, LLC., ASSUMED NAME ADR)
COMMERCIAL SERVICES, ALLSTATE)
PROPERTY AND CASUALTY INSURANCE)
COMPANY,)

Calendar U

Defendants.)

AFFIDAVIT OF KAREN O'NEIL

I, KAREN O'NEIL, under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, certify that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters I certify as aforesaid that I verily believe the same to be true.

1. I am over the age of twenty-one (21) and am presently employed by Allstate Property and Casualty Insurance Company (“Allstate”) as a claims representative and senior consultant. This declaration is based upon my personal knowledge, and I am competent to be a witness in this matter.


2. Following the December 8, 2016 Binding Mediation at issue in the Complaint in this matter, Allstate made payment of \$300,000 to the Estate of Paul R. Dulberg (“Dulberg”).

3. Allstate also paid \$3,500 towards Dulberg’s costs associated with the December 8, 2016 Binding Mediation.

4. Following the December 8, 2016 Binding Mediation and Allstate’s payments to Dulberg, Dulberg executed a Release of All Claims (“Release”).

5. Attached as Exhibit 1 is a true and complete reproduction of the Release executed by Dulberg.

FURTHER AFFIANT SAYETH NAUGHT.


KAREN O'NEIL

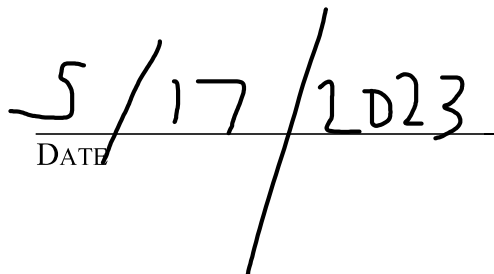
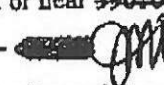
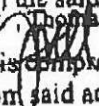

DATE

EXHIBIT D-1

RELEASE OF ALL CLAIMS

CLAIM # 0245281968

This Indenture Witnesseth that, in consideration of the sum of Three Hundred Thousand dollars (\$300,000.00), receipt whereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge David and Pam Gagnon and Allstate Insurance Company and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damages, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 28th day of June, 2011, at or near 39010 90TH PLACE, GENOA CITY, WI 1016 W. Elder in McHenry, IL. 

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby release, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties release, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident. Paul Dulberg DOES NOT release any claims involving The Law Offices of Thomas J. Popovich, P.C., Thomas J. Popovich individually, Hans A. Mast individually, Brad J. Balke, P.C., and Brad J. Balke individually.  I hereby agree that, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I further understand that as I admit no liability of any sort by reason of said accident and that said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

I further understand that as I may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the accident to each person or organization, release and discharge of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged nor settled by the release.

The undersigned expressly covenants and warrants that all Medicare, Medicaid, hospital, medical provider, health care provider, medical supplier and other medical liens, subrogation rights, rights of payment, rights of reimbursement and claims of any nature whatsoever, arising now or in the future, as a result of health care services provided to the undersigned have been or will be satisfied, settled, compromised or paid by express agreement with Medicare, Medicaid, each insurance carrier and each hospital, health care provider, medical provider or medical supplier by the undersigned prior to final disbursement of the settlement proceeds. The undersigned covenants and warrants that all such claims, liens, payment obligations and assignments have been disclosed in writing to the parties released prior to settlement. The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these warranties and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

The undersigned understands and agrees that such liability as he/she may or shall have incurred, arising now or in the future, as a result of health care services provided to the undersigned, including any health care lien, statutory or otherwise, is expressly reserved to each and every health care provider or payor based on such services, such liability not being in any way waived, agreed upon, discharged, released or settled or impacted in anyway, by this release. This specifically includes, but is not limited to, any liability the undersigned may have to any hospital,

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

(CAUTION-READ BEFORE SIGNING)

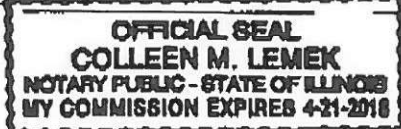
SIGNED AND SEALED THIS 21st DAY OF DECEMBER, 2016

Joseph D. Olsen, Trustee of the Estate of Paul Dulsberg
Signature
JOSEPH D. OLSEN, TRUSTEE OF THE ESTATE OF
Name printed
PAUL DULSBURG 14-83578

Witnessed by:

STATE OF IL
COUNTY OF WINNEBAGO

On this 21st day of December, 2016, before me personally appeared Joseph D. Olsen, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. My commission expires Callen M. Lemek



Notary Public

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

(CAUTION-READ BEFORE SIGNING)

SIGNED AND SEALED THIS 21st DAY OF December, 2016

Paul Dulberg (Seal)
Signature

PAUL DULBERG (Seal)
Name printed

Witnessed by:

STATE OF _____ }
COUNTY OF _____ }

On this 21st day of December, 2016, before me personally appeared

Paul Dulberg, to me known to be the persons _____ who executed the foregoing instrument, and acknowledged that they he executed the same as their his free act and deed.

My commission expires 9/17/19
Myrna E Boyce
Notary Public

